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<b>NEGOTIATED CONTRACT</b>	<b>Contract No. EH-95</b>
<b>Eastman Kodak Company Rochester, New York</b>	
<b>Contract For: See Schedule</b>	<b>Amount: \$150,000.00</b>
<b>Mail Vouchers to:</b>	<b>Performance Period/Delivery Schedule: (See Schedule) Inspection Point: Rochester, New York</b>
<b>Administrative Data:</b>	
<p>This contract is entered into, by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New Jersey, hereinafter called the Contractor.</p> <p>The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.</p> <p>The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.</p> <p>IN WITNESS WHEREOF, the parties hereto have executed this contract as of 15 March 1956.</p>	
<b>Signatures:</b>	
<b>EASTMAN KODAK COMPANY</b>  <b>BY</b> _____ <b>TITLE</b> <u>080180100</u>	<b>THE UNITED STATES OF AMERICA</b>  <b>BY</b> <u>SHANE</u> <b>Contracting Officer</b>  <u>0801600</u>

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**CERTIFICATE**

I, \_\_\_\_\_, certify that I am  
the \_\_\_\_\_ of the Corporation named as  
Contractor herein; that \_\_\_\_\_  
who signed this contract on behalf of the Contractor was then the  
\_\_\_\_\_ of said Corporation; that  
said contract was duly signed for and in behalf of said Corporation  
by authority of its governing body, and is within the scope of its  
Corporate powers.

\_\_\_\_\_  
Signature (Corporate Seal)

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## **SCHEDULE**

Contract No. DX-95

### **SECTION A - CONTRACT WORK**

The Contractor shall furnish the necessary personnel, supplies, facilities, and services and shall do all other things necessary to provide the following:

1. Engineering and technical services to study requirements of the Government (as previously made known to you in meetings with Government representatives and in accordance with requirements set forth in certain documents furnished to representatives of your company by the Government) for specialized film processing and data recording operations; prepare engineering designs for such equipment and its installation; and do all other things necessary to prepare for production and installation of such equipment under other arrangements between the Government and the Contractor.

2. Study requirements of the Government (as previously made known to you in meetings with Government representatives and meetings with other suppliers associated with the Government in this program) in the field of photographic data recording equipment associated with certain special electronic systems, prepare engineering designs of such equipment, and do all other things necessary to permit the Government to evaluate the resultant studies and designs with respect to the existing basic requirements for such equipment.

3. Furnish periodic reports of work performed hereunder, as are mutually agreed to by the Contractor and the Contracting Officer. The Contractor agrees to exert its best efforts to complete and deliver all work required by this contract at the earliest possible dates and within delivery schedule specified by the Government.

### **SECTION B - PERIOD OF PERFORMANCE**

The period of performance of the contract work hereunder shall be completed on 30 June 1956, provided however, that such period of performance may be extended by mutual agreement between the Government and the Contractor.

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### SECTION C - ESTIMATED COST AND FIXED FEE

1. The estimated cost of the performance of this contract, exclusive of the fixed-fee, is ONE HUNDRED FORTY TH USAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$140,187.).

2. The fixed fee for performance of this contract is NINE THO USAND EIGHT HUNDRED THIRTEEN DOLLARS (\$9,813.).

### SECTION D - PAYMENT

IN accordance with the provisions of Clause b of the General Provisions of this contract entitled "ALLOWABLE COSTS, FIXED FEE, AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in Section C, above, and the Allowable costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section IV, Part 2, Armed Services Procurement Regulations." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of work hereunder.

1. Direct Engineering Labor - It is recognized that the standard accounting practice of the Contractor is to cost and charge Direct Engineering Labor including Engineers, Draftsmen and Technicians at average rates in lieu of the actual costs thereof, all such labor being grouped into three classes, Engineering #1, Engineering #2, and Engineering #3. Irrespective of employee used, the Contract will be charged at the rate for the group in which his particular job classification falls. It is understood that these average rates may vary slightly from time to time, usually not oftener than every six months. It is recognized further that the standard accounting practice of the Contractor is to cost and charge directly to the contract Engineering Shop Labor at actual cost. It is understood and agreed that this method of accounting has been approved by the cognizant Navy Cost Inspection Office and that charges under this contract will conform thereto.

#### 2. Indirect Costs

a. In addition to the direct costs reimbursable under this Section D, and the fixed fee, the Contractor shall be paid overhead computed on percentage rates as follows:

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<u>I - BURDEN CENTER</u>	<u>RATE</u>
(1) - Press	355%
(2) - General Machining	250%
(3) - Automatic Screw Machine	370%
(4) - Finishing - Lathe	340%
(5) - Finishing - Buff & Plate	235%
(6) - Assembly	145%
(7) - Product Quality	195%
(8) - Facilities & Services	175%
(9) - Engineering	135%
(10) - Special Products "A"	160%
(11) - Plastic Molding	330%

The above listed burden center rates shall be used for the purpose of charging indirect costs to this contract in lieu of actual indirect costs of the centers. These rates shall be applied to the costs of Direct labor, wages and salaries of the respective centers reimbursable under this Section D. Overtime premium and shift bonuses are included as part of the burden percentages for these burden centers, as negotiated and agreed to between the Contractor and the cognizant audit agency of the Department of Defense.

II General and Administrative Expense, in lieu of the actual costs thereof, at an amount equal to 11.87% of the total amount reimbursable under this Schedule, exclusive of the amount reimbursable under this subparagraph II and the fixed-fee provided in Section C.

III It is recognized that the allowable cost of the Contractor's Insurance program under General Provision 7, INSURANCE - LIABILITY TO THIRD PARTIES, are elements of the negotiated Overhead and General and Administrative Expense rates and no further approval of such costs is necessary under this contract.

- b. The overhead percentage rates specified above are provisional and shall apply from the date of the inception of this contract until such time as revised rates are negotiated. Such revisions in the overhead rates shall be based upon a cost study performed every "Contractor's Fiscal Year" by the cognizant audit agency of the Department of Defense and shall be set forth as an amendment to this contract. The revised rates which are negotiated upon the basis of said Government audit will be applied to the period for which they are developed as firm rates, and shall be applied to the subsequent period as provisional rates until new firm rates are negotiated. Any failure on the part of the parties

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hereto to agree to any such revision in the overhead rates shall be considered a dispute concerning a question of fact within the meaning of the article of this contract entitled "Disputes." Pending settlement of such dispute, the Contractor shall diligently proceed with the performance of the subject work hereunder.

3. Such other necessary costs as may from time-to-time be necessary to incur in support of the Government's needs hereunder, as approved by the Contracting Officer.

#### **SECTION 2 - ANTICIPATORY COSTS**

All costs which have been incurred by the Contractor on or after 10 June 1955, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as cost under this contract.

#### **SECTION 7 - SPECIAL SECURITY RESTRICTIONS**

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and, notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

#### **SECTION 8 - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS**

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor

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a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

**SECTION II - LETTER CONTRACT SUPERSEDED**

This is the Definitive Contract contemplated by the Letter Contract accepted by the Contractor under date of 10 June 1955, and Amendments Numbers 1, 2 and 3, thereto, accepted by the Contractor under the respective dates of 29 June 1955, 22 September 1955, and 22 November 1955. This Definitive Contract supersedes said Letter Contract and Amendments thereto. Work performed and payments made under said Letter Contract, as amended, shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of the Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, as amended, this Definitive Contract shall prevail.

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